

Restrictions and Conditions  
for  
the Subdivision known as  
Stoneleigh

This declaration is made for the purpose of creating and maintaining a general scheme of land development and to maintain property values and are made with the understanding and agreement that these covenants are to run with and bind all of the land.

1. No building or structure shall be erected, placed, or altered on any lot shown on this plat or on any plot of ground in this subdivision until the design of the same, the type of exterior building material to be used, and the plot plan showing the location of such building has been approved in writing by the Architectural Committee or its duly authorized representative.

2. Except where marked "Reserved" the land and the lots shown on this Plat shall be used for residential purposes only and no building or structure for residential purposes shall be erected, altered, placed or permitted to remain thereon except single dwelling houses not exceeding two and one-half stories in height exclusive of basement, provided, however, that attached garages may be erected for the convenience of the occupants of said dwelling houses.

3. The unit size plot of ground for one dwelling or residence is one full lot. More may be used, but not less.

4. Except where marked "Reserved" the land and lots in this subdivision shall be used exclusively for private

dwelling house purposes and no part of any lot or land nor any building erected thereon shall be used for business or manufacturing purposes; and no hospital, asylum, sanitarium, institution, charitable or otherwise, shall be erected on any lots or land, nor shall any building on any of such lots or land be converted or used for such prohibited purposes.

5. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1600 square feet in the case of a one-story structure, nor less than 1000 square feet in the case of a one and one-half or two-story structure.

6. The owner of the residence erected on said lot shall keep and maintain the septic tank system approved by the West Virginia State Board of Health for sewage disposal until such time as public sewerage system shall be provided.

7. The owners of residences in this subdivision agree to connect with and use public water and the public sewerage system when available.

8. No fence nor hedges in lieu of fences shall be placed on any lot nearer to any street than the building line. Hedges or fences will be permitted in the rear of the building line provided they are not higher than 60 inches and are ornamental. In the erection of fences or in planting trees or hedges the owner or owners of the property hereby conveyed will constantly follow the standard of this subdivision.

9. No poultry nor farm animals shall be kept, housed,

or maintained on any of said lots, and no noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which may be or become an annoyance or nuisance nor shall the owner of any lot permit or allow weeds or brush or other material to grow or accumulate upon any lot so as to render same unsightly or oboxious.

10. The owners of the lots in this subdivision shall preserve and protect the trees growing thereon and no tree shall be cut down or removed from any lot, except dead or diseased trees, without the consent of the Architectural Committee.

11. Construction of a dwelling house on any lot in this subdivision must be begun within two years after purchase of said lot. If such construction is not begun within said period or has been started and subsequently terminated or abandoned within said period before said dwelling house is in a reasonable state of completion, then the Architectural Committee, its successors or assigns, shall have the right to and privilege of repurchasing said lot; provided, however, that said Architectural Committee, its successors or assigns, shall give to the Grantee, his, its or their successors or assigns, notice in writing of the intention to repurchase at least sixty day prior to the time such repurchase is to be consummated; provided, further, that no such repurchase hereunder shall become null and void upon the completion of any such dwelling regardless of the date

that the construction there began.

12. All driveway entrances shall conform in grade to the finished grade of the streets in this subdivision and no culvert shall be used under such driveway entrances without the consent of the Architectural Committee or its duly authorized representative.

13. No open fires shall be permitted on any of the properties. Outdoor fireplaces, if built, and all chimneys, shall be provide with fire screens.

14. No signs shall be erected, permitted or maintained upon the property without the written consent of the Architectural Committee.

15. No rifle, shotgun, or small arms shooting shall be permitted anywhere upon the property.

16. Dogs, cats and other household pets (not exceeding two) may be kept, provided that they are not kept, bred or maintained for commercial purposes.

17. All street lights, if any, shall be uniform and shall be approved by the Architectural Committee.

18. All electric, telephone and other wires shall be placed underground from the main source pole to the house.

19. No trailers, campers, camping trailers or unlicensed vehicles shall be parked in Stoneleigh Subdivision unless stored in garages.

20. No trucks larger than three-quarter ton capacity shall be parked in Stoneleigh Subdivision unless stored in garage.

21. Enforcement of these conditions and restrictions shall be by proceedings at law or equity against any person or persons violating or attempting to violate any such condition or restriction, either to restrain violation or to recover damages.

22. Invalidation of any of these conditions or restrictions shall in no wise affect any other restriction or condition which shall remain in full force and effect.